

BK 1421 PG 0649

STATE MS.-DE SOTO CO.  
FILED

DEC 5 9 40 AM '01

BK 1421 PG 0649  
W.F. 11/11/01 CLK.

Recording Requested By/Return To:  
MidFirst Bank  
Documentation Department  
2730 North Portland  
Oklahoma City, OK 73107

Loan #: 0010405546  
Name: BROWN  
State of: MS  
County of: DE SOTO  
Investor #: 46022244  
Agency Pool #:  
ID #: 830188094

### Assignment of Deed of Trust

Know all men by these presence, that \*Cendant Mortgage Corporation, 3000 Leadenhall Road, Mt. Laurel, NJ 08054, a Corporation existing under the laws of the State of New Jersey, for valuable consideration, the receipt of which hereby acknowledged, does hereby grant, bargain, sell, assign and transfer to:

MidFirst Bank  
999 N.W. Grand Boulevard  
Suite 100  
Oklahoma City, OK 73118

That certain Promissory Note and Deed of Trust described as follows:

Note and Deed of Trust Dated: 04/20/2000

Amount: \$59509 Executed by: DAVID R BROWN

GAYLA S SANDERS

Clerks file or instrument no:

Recorded Date: 04/25/2000

Book: 1207

Volume:

Page: 0021

Address: 74HILLBROOK DRIVE, SOUTHAVEN, MS 38671

Together with the Note therein or referred to, the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

**\*Formerly Doing Business as PHH US Mortgage Corporation**

**\*Formerly Doing Business as PHH Mortgage Services Corporation**

Dated: 10/08/2001

Witnessed by:

Toss Lamon  
Toss Lamon

\*Cendant Mortgage Corporation  
3000 Leadenhall Road  
Mt. Laurel, NJ 08054

By:

Dolores Lauria  
Dolores Lauria  
Assistant Vice President

Prepared by:

Dora Koin  
Dora Koin

\*Cendant Mortgage Corporation  
3000 Leadenhall Road  
Mt. Laurel, NJ 08054

Karey Brydges  
Karey Brydges  
Assistant Secretary

State of New Jersey, County of Burlington,

On 10/08/2001, before me, the undersigned, a notary public in and for said State and County, personally appeared Dolores Lauria and Karey Brydges personally known to me or proved to me on the basis of satisfactory evidence to be Assistant Vice President and Assistant Secretary of the corporation that executed the within instrument, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the instrument pursuant to the its by-laws or resolution of its Board of Directors. Witness my hand and official seal in the State and County last aforesaid.

Regina Husband  
Notary Public

Regina Husband  
Notary Public of New Jersey  
My Commission Expires: 1/24/2006

0010405546

of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in DE SOTO

County, Mississippi:  
 LOT 372, SECTION "C", BROOKHOLLOW SUBDIVISION, IN SECTION 24, TOWNSHIP 1 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 46, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI. Being the same premises conveyed to the mortgagors herein by deed being recorded simultaneously herewith; this being a purchase money mortgage given to secure the purchase price of the above described premises.

which has the address of 74 HILLBROOK DRIVE  
 SOUTHAVEN

[City], Mississippi 38671

[Street]  
 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

#### UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

DB

Original